

IN THE DISTRICT COURT IN THE TWENTIETH JUDICIAL DISTRICT  
MADILL, MARSHALL COUNTY, STATE OF OKLAHOMA

RONALD CROSBY AND  
ANN CROSBY,

Plaintiffs,

vs.

TWIN CITY FIRE INSURANCE  
COMPANY,

Defendant.

Case No. CJ-2015-60

FILED  
WANDA PEARCE  
OCT 13 2015  
Time  
Court Clerk of Marshall County  
By Deputy

PETITION

COME NOW the Plaintiffs above named, Ronald Crosby and Ann Crosby, and for their cause of action against the Defendant above named, set forth the following, to-wit:

1. The Defendant is an insurance company with authority to transact insurance business in the State of Oklahoma.

2. The Plaintiffs and the Defendant entered into a contract on or about July 9, 2014, pursuant to which the Plaintiffs acquired a homeowners insurance policy from the Defendant and they did pay to the Defendant consideration therefore and the Defendant issued such policy of insurance covering the Plaintiffs' real property for a period covering from July 9, 2014 to July 9, 2015, which said policy of insurance was issued covering the following real property located in Marshall County, State of Oklahoma, hereinafter referred to as the "Subject Property," to-wit:

9109 Waters Edge, Kingston, Oklahoma 73439.

3. The heretofore described policy of insurance further covered, among other properties, the Plaintiffs' "boat house," for which coverage the Plaintiffs paid the Defendant consideration by way of an insurance premium.

4. The Declaration Page issued by the Defendant setting forth the insurance coverage is attached hereto as Exhibit "A" and incorporated herein by reference.

5. The Plaintiffs' property was damaged by wind on or about June 18, 2015, specifically, the Plaintiffs' boat house, and pursuant thereto the Plaintiffs submitted to the Defendant a formal Proof of Loss pursuant to the terms and conditions of the policy of insurance, which said Proof of Loss was submitted on or about August 17, 2015, and sought payment from the Defendant to the Plaintiffs for damages sustained to the Plaintiffs' premises, in the sum of \$54,410.80.

6. The Defendant has declined to pay for the damages covered by the policy of insurance and has failed, neglected, and refused to pay for same.

#### **FIRST CAUSE OF ACTION**

7. The Plaintiffs adopt and incorporate all of the allegations and averments set forth above.

8. The Defendant has breached the terms and conditions of the contract of insurance entered into by and between the Plaintiffs and Defendant by refusing to pay for the damages to the Plaintiffs' property, pursuant to the terms and conditions of the policy of insurance described above.

9. The Defendant is indebted to the Plaintiffs for the sum of \$54,410.80, for damages sustained by the Plaintiffs to the property insured with the Defendant and therefore Plaintiffs seek judgment against the Defendant in the sum of \$54,410.80.

**WHEREFORE**, premises considered, the Plaintiffs move the Court to enter judgment in their favor and against the Defendant for the sum of \$54,410.30, and to further award to the Plaintiffs all their costs incurred herein, including all their attorney fees incurred, and to further grant such other and further relief as this Court may deem just and equitable.

**SECOND CAUSE OF ACTION**

10. The Plaintiffs adopt and incorporate all of the allegations and averments set forth above.

11. The Defendant owed to the Plaintiffs an obligation to deal with them fairly in handling the damage and claim which they sustained and to act in good faith, pursuant to the policy of insurance described above.

12. The Defendant has breached the terms and conditions by refusing to satisfy the Plaintiffs' claim and said refusal was unreasonable and therefore the Defendant has violated its duty to act in good faith and to deal fairly with the Plaintiffs.

13. The Plaintiffs seeks damages against the Defendant for breaching its duty to act in good faith and deal fairly, in an amount in excess of \$50,000.00.

14. The Plaintiffs further seek punitive and exemplary damages against the Defendant for its failure to act in good faith and to deal fairly, in an amount in excess of \$50,000.00.

**WHEREFORE**, premises considered, the Plaintiffs seek damages against the Defendant for breaching its duty owed to the Plaintiffs to act in good faith and to deal fairly, in an amount in excess of \$50,000.00 and the Plaintiffs further move the Court to award to them exemplary or punitive damages, and to further award to them all their costs incurred herein, including a reasonable attorney fee, and to grant such and further relief as this Court may deem just and equitable.

**MORDY, MORDY, PFREHM & WILSON, PC**



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**Mike Mordy, OBA #6372**

**Carrie Pfrehm, OBA #22274**

**Brad Wilson, OBA #22771**

**110 West Main Street**

**Post Office Box 457**

**Ardmore, Oklahoma 73402**

**Tel: (580) 223-4384**

***Attorneys for the Plaintiffs, Ronald Crosby and  
Ann Crosby***

Exhibit “A”

This CONTINUATION Page With the Forms And Endorsements  
Listed Below CONTINUES Your HOMEOWNERS POLICY.



INSURER: TWIN CITY FIRE INSURANCE COMPANY  
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

**DECLARATIONS**

HOME ADVANTAGE

POLICY NO. 38 RBB834831 CC AARP

Named Insured and  
MAILING ADDRESS

CROSBY, RONALD & ANN  
519 SUNSET  
ARDMORE

OK 73401

Policy Period 12:01 A.M. Standard Time  
at the Residence Premises →

FROM 07-09-14 TO 07-09-15 TERM: 1 YEAR

Producer Name: JORDAN-SNODGRASS AGENCY INC

CODE: 383400

TOTAL POLICY PREMIUM: \$ 4,339.00

COVERAGE IS PROVIDED WHERE A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE.

**COVERAGES****LIMIT OF LIABILITY****SECTION I**

A. DWELLING	\$ 475,000
B. OTHER STRUCTURES	\$ 47,500
C. PERSONAL PROPERTY	\$ 332,500
D. LOSS OF USE	\$ 95,000

**SECTION II**

E. PERSONAL LIABILITY: EACH OCCURRENCE	\$
F. MEDICAL PAYMENTS TO OTHERS: EACH PERSON	\$

THIS POLICY PROVIDES NO SECTION II COVERAGE- SEE YOUR POLICY NO. 38 RBB111111

DEDUCTIBLE - SECTION I : \$ 5000 DEDUCTIBLE EXCEPT FOR A WIND/HAIL DEDUCTIBLE  
EQUAL TO 2% OF COVERAGE A.

THE RESIDENCE PREMISES COVERED BY THIS POLICY IS LOCATED AT:

9109 WATERS EDGE  
KINGSTON OK 73439

RATING INFORMATION: 1 FAMILY MASONRY VENEER DWELLING BUILT IN 1984  
STATE 35 TERR. 00401 PROTECTION CLASS 7

FIRE PROTECTION PROVIDER SOLDIER AND CANEY CREEKS FD

INSIDE CITY LIMITS PREMIUM GROUP 0.00

ROOF YEAR: 2012 ROOF AGE: 02 ROOF MATERIAL: COMP - ARCHITECTURAL SHINGLE

JORDAN-SNODGRASS AGENCY INC

COUNTERSIGNED BY -----AUTHORIZED AGENT

-----CONTINUED ON PAGE 2-----

## DECLARATIONS (CONTINUED)

POLICY NO. 38 RBB834831 CC AARP

NAMED INSURED: CROSBY, RONALD &amp; ANN

## FORMS AND ENDORSEMENTS NOW MADE PART OF THIS POLICY:

(ENTRIES ON ENDORSEMENTS MAY BE LEFT BLANK IF SHOWN ELSEWHERE IN THE POLICY)

HO 00 03	10 00	SPECIAL FORM	BASIC PREMIUM	\$ 3,383.00
HO 04 96	10 00	NO SECT II COV-HOME DAY CARE BUSINESS	PREMIUM	NIL
HW 01 03	06 03	AMENDATORY ENDORSEMENT	PREMIUM	NIL
HW 01 04	06 03	HOMEOWNERS POLICY POLLUTION EXCLUSION	PREMIUM	NIL
HO 03 45	12 02	OKLAHOMA NOTICE	PREMIUM	NIL
HW 01 22	12 12	SPECIAL PROVISIONS OK	PREMIUM	NIL
HW 05 80	12 10	PROTECTOR PLUS ZERO DEDUCTIBLE	PREMIUM	NIL
HW 06 73	12 12	METAL ROOF COSMETIC DAMAGE EX	PREMIUM	\$INCL
HO 03 12	10 00	WINDSTORM-HAIL PERCENTAGE DEDUCTIBLE	PREMIUM	INCLUDED
HO 04 90	10 00	PERS PROP REPLACEMENT COST LOSS STLMNT	PREMIUM	\$ 328.00
HW 01 01	06 03	LIFETIME CONTINUATION AGREEMENT	PREMIUM	NIL
HW 05 76	12 10	EQUIPMENT BREAKDOWN COVERAGE	PREMIUM	\$ 30.00
HW 06 74	12 12	ROOF VALUE SCHEDULE SETTLEMENT	PREMIUM	INCLUDED
HO 04 48	10 00	OTHER STRUCTURES-RESIDENCE PREMISES	PREMIUM	\$ 520.00
		DESCRIPTION: BOAT HOUSE	LIMIT	\$99,000
HO 04 16	10 00	PREMISES ALARM OR FIRE PROT. SYSTEM		\$INCL
HW 05 58	07 07	WATER BACKUP AND SUMP PUMP OVERFLOW	PREMIUM	\$ 53.00
		AMT \$10,000 \$1000 DEDUCTIBLE APPLIES		
HO 04 27	04 02	LIMITED FUNGI, ROT OR BACTERIA COV	PREMIUM	NIL
		\$5,000 PROPERTY DAMAGE \$50,000 LIABILITY		
HW 04 19	06 03	IDENTITY FRAUD EXPENSE COVERAGE	PREMIUM	\$ 25.00
		\$25,000 LIMIT MAX INCOME PER DAY \$300 TOTAL PAYMENT		
		FOR LOST INCOME IS NOT TO EXCEED \$7,500		
HW 05 86	02 11	ADDTL LMTS LIABILITY-COV A,B,C,D 125%	PREMIUM	INCLUDED
		CAP 1.25		
DUPLICATION OF LIABILITY				\$INCL
			TOTAL PREMIUM	\$ 4,339.00
MONTHLY SINGLE BILL			-----	

- PLEASE NOTE -

THE FOLLOWING CREDITS OR DISCOUNTS HAVE BEEN USED TO  
DETERMINE YOUR POLICY PREMIUM:

HIG AUTO POLICY

100% OF REPLACEMENT COST FOR COVERAGE A (REFER TO LOSS SETTLEMENT PROVISION)

THE FOLLOWING ITEMS ARE ENCLOSED FOR YOUR REVIEW.

PLP-181-0	IMPORTANT ROOF SURFACE LOSS SETTLEMENT
PLA-203-0	PRODUCER COMPENSATION NOTICE
PLP-155-0	IDENTITY RESTORATION SERVICES
DRA-928-1	OPT-OUT NOTICE
PLP-163-0	IMPORTANT NOTICE LIMIT OF LIABILITY
CPF-422-0	FLOOD INSURANCE NOTICE
PLA-242-1	NOTICE REGARDING USE OF CONSUMER REPORTS

THE LIMIT OF LIABILITY FOR SECTION I COVERAGES MAY BE ADJUSTED  
ANNUALLY BASED ON THE INFLATION RATE IN YOUR AREA.

"PLEASE CALL US TOLL FREE AT 1-800-624-5578 IF YOU HAVE ANY QUESTIONS OR  
CHANGES TO YOUR POLICY OR A COMPLAINT."